

# RESOLUTION

No. 16-405

Date of Adoption JUL 21 2016

Approved as to Form and Legality

MARC A. MCKITHEN, ESQ., CITY ATTORNEY

Factual content certified by

DIANA ROGERS, ACTING DIRECTOR OF THE DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

Councilman /woman \_\_\_\_\_

presents the following Resolution:

**RESOLUTION AWARDING A PROFESSIONAL SERVICE CONTRACT THROUGH A FAIR & OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44 A-20.4 ET SEQ TO TRIAD ADVISORY SERVICES, INC, T/A TRIAD ASSOCIATES, INC., 1301 W. FORREST GROVE ROAD, SUITE 3A, VINELAND, NEW JERSEY 08360 TO ADMINISTER THE CITY'S HOUSING REHABILITATION PROGRAMS FOR THE DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT IN AN AMOUNT NOT TO EXCEED \$119,250.00 - RFP2016-02**

**WHEREAS**, the City has a need for Professional Services to Administer City's Housing Rehabilitation Programs for the City of Trenton, Department of Housing and Economic Development for a period of one year; and

**WHEREAS**, a request for proposal was advertised, and one (1) proposal was received on January 26, 2016 and was evaluated by a committee based on criteria that included experience, understanding of requirements and cost; and

**WHEREAS**, the proposal of Triad Advisory Services, Inc, T/A Triad Associates, Inc., 1301 W. Forrest Grove Road, Suite 3A Vineland, New Jersey 08360 was deemed to include the necessary qualifications and expertise for the performance of the services at the rates listed in the proposal; and

**WHEREAS**, funds in an amount not to exceed \$119,250.00 have been certified to be available in account numbers T-19-16-27-6060-290 (\$75,000) and T-26-16-26-2601-290 (\$44,250).

**NOW, THEREFORE IT IS RESOLVED**, by the City Council of the City of Trenton, as follows:

1. The Mayor is hereby authorized to enter into a professional services contract with Triad Advisory Services, Inc, T/A Triad Associates, Inc., 1301 W. Forrest Grove Road, Suite 3A Vineland, New Jersey 08360 for a period of one year; in an amount not to exceed \$119,250.00.
2. This contract is awarded pursuant to the authority set forth in the Local Public Contract Law at N.J.S.A. 40A:11-4.1.
3. A notice of this action shall be printed once in the official newspaper for the City of Trenton and the Resolution and contract shall remain on file in the City Clerk's Office.

	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
BETHEA				✓	HOLLY WARD	✓				CHESTER	✓			
CALDWELL WILSON	✓				MUSCHAL				✓					
HARRISON	✓				REYNOLDS JACKSON	✓								

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on

JUL 21 2016

President of Council

City Clerk

**AMENDMENT  
PROFESSIONAL SERVICES CONTRACT  
RFP # 2016-02**

**Whereas** the City of Trenton, 319 East State Street, Trenton, NJ 08608 and Triad Advisory Service, T/A Triad Associates, Incorporated (“Contractor”) entered into a Contract dated **July 22, 2016** (“Agreement”);

**Whereas** that Agreement did not contain the required federal contract provisions for non-federal entity contracts under federal awards;

**Whereas** the Parties wish to amend the Agreement to include all federally mandated provisions; and

**Whereas** these changes do not materially alter the terms of the Agreement, but only add required federal contracting language;

**NOW THEREFORE**, the Agreement is amended to add Section 9. as follows:

**9. FEDERAL PROVISIONS**

(A) With respect to contracts for more than the simplified acquisition threshold currently set at \$150,000, the Contractor agrees that the City reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination of Agreement.

1. The Contractor agrees that the City reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Contractor, in the event Contractor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation.

2. The Contractor agrees that the City reserves the right to terminate the contract immediately, with written notice to Contractor, for convenience, if the City believes, in its sole discretion that it is in the best interest of the City to do so. The Contractor will be compensated for work performed and accepted and goods accepted by the City as of the termination date if the contract is terminated for convenience of the City of Trenton. Any award under this procurement process is not exclusive and the City reserves the right to purchase goods and services from other Contractors when it is in the best interest of the City.

(C) Equal Employment Opportunity. The Parties agree that the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" is incorporated into and becomes a part of this amendment.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). The Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors are required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145, as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). The Contractor agrees to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. The Contractor agrees that during the term of an award for all contracts by City of Trenton resulting from this procurement process, the Contractor agrees to comply with all applicable requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

(G) Environmental Protection: Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and to report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) – The City agrees that this contract will not be awarded to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that Implement Executive Orders 12549 (3 CFR Part 1986 Comp., p.189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-The Contractor agrees to file an anti-lobbying certification, wherein, each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C 1352. Each tier will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The Contractor agrees that it will comply with the requirements of Section 6002 which include a promise to procure: 1. only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; and 2. solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1801 u). This agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1801 u) as amended. The Section 3 clause provides:

Every applicant, recipient, contracting party, contractor and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause):

- i. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- ii. The parties to the contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- iii. The Contractor agrees send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the said labor organization or workers' representative of contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places available to at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the sections 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions and the anticipated date the work shall begin.
- iv. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- v. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is

executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

- vi. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(L) Record Retention. When federal funds are expended by the City of Trenton for any contract resulting from this procurement process, the Contractor agrees that it will comply with the record retention requirements detailed in 2 CFR §200.333. The Contractor further agrees that Contractor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

(M) Compliance with Energy Policy and Conservation Act. When federal funds are expended by the City of Trenton for any contract resulting from this procurement process, the Contractor agrees that the Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94 163, 89 Stat. 871).

(N) Civil Rights. When federal funds are expended by the City of Trenton for any contract resulting from this procurement process, the Contractor agrees that the Contractor will comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

(O) Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms. The Contractor agrees to take necessary affirmative steps to procure from minority firms, women's business enterprises, and labor surplus area firms whenever possible.

Except as specifically amended above, the Agreement between the City of Trenton and Triad Advisory Service, T/A Triad Associates, Incorporated is hereby reaffirmed and republished.

Triad Advisory Service, T/A Triad Associates, Incorporated

By: 

Address, City, State and Zip

code: 1301 W. Forest Grove Rd, Bldg. 3A, Vineland, NJ 08360

Phone Number: 856-690-9590 Fax

Number: 856-690-5622

Printed Name and Title of Authorized Representative:

MICHAEL L. ZUMPINO, CEO

Email

Address: mzumpino@triadincorporated.com

Signature of Authorized Representative: 

Date: 2/18/19

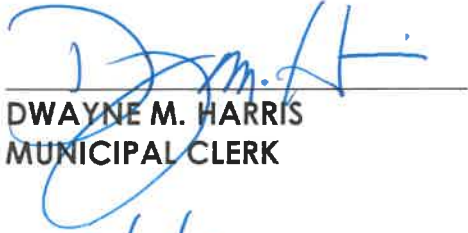
On behalf of the City of Trenton

**Attest:**

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year above written.

**ATTEST:**

**CITY OF TRENTON**



**DWAYNE M. HARRIS  
MUNICIPAL CLERK**

3/11/19  
**DATE**



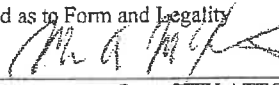
**W. REED GUSCIORA, ESQ.  
MAYOR**

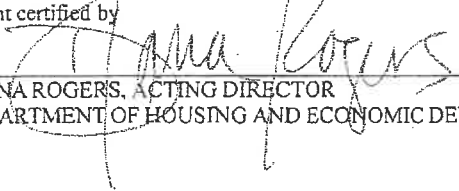
3-7-19  
**DATE**



# RESOLUTION No. 16-406

Date of Adoption JUL 21 2016

Approved as to Form and Legality  
  
 \_\_\_\_\_  
 MARC A. MCKITHEN, ESQ., CITY ATTORNEY

Factual content certified by  
  
 \_\_\_\_\_  
 DIANA ROGERS, ACTING DIRECTOR  
 DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT

Councilman /woman \_\_\_\_\_ presents the following Resolution:

**RESOLUTION AWARDING A PROFESSIONAL SERVICES CONTRACT THROUGH A FAIR & OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44 A-20.4 ET SEQ TO NORTHEAST & BUCKS CO. T/A MULLIN & LONERGAN ASSOCIATES, 3909 HATZDALE DRIVE, SUITE 901, CAMPHILL, PENNSYLVANIA 17011 TO PROVIDE ADMINISTRATIVE SERVICES TO SUPPORT THE CITY OF TRENTON'S CDBG, HOME AND ESG PROGRAMS IN AN AMOUNT NOT TO EXCEED \$175,000.00 RFP2016-10**

**WHEREAS**, the City has a need for Professional Services to provide Administrative Services to support the City of Trenton's CDBG, Home and ESG Programs for the Department of Housing and Economic for a period of one year from date of award; and

**WHEREAS**, a request for proposal was advertised, and four (4) proposals were received on April 20, 2016 and were evaluated by a committee based on criteria that included experience, understanding of requirements and cost; and

**WHEREAS**, the Professional Service proposal of Northeast & Bucks Co. T/A Mullin & Lonergan Associates, 3909 Hatzdale Dr., Ste. 901, Camphill, PA 17011 was deemed to include the necessary qualifications and expertise for the performance of the services at the rates listed in the proposal; and

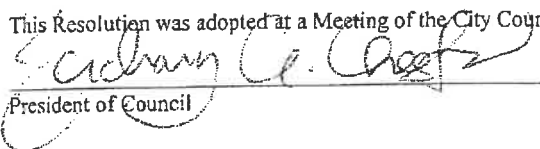
**WHEREAS**, funds in an amount not to exceed \$175,000.00 have been certified to be available in account number T-26-16-26-2601-290.

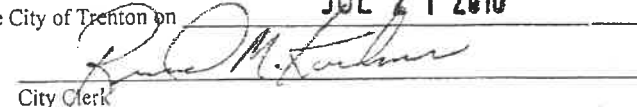
**NOW, THEREFORE IT IS RESOLVED**, by the City Council of the City of Trenton, as follows:

1. The Mayor is hereby authorized to enter into a professional services contract with Northeast & Bucks Co. T/A Mullin & Lonergan Associates, 3909 Hatzdale Dr., Ste. 901, Camphill, PA 17011 for a period of one year; in an amount not to exceed \$175,000.00.
2. This contract is awarded pursuant to the authority set forth in the Local Public Contract Law at N.J.S.A. 40A:11-4.1.
3. A notice of this action shall be printed once in the official newspaper for the City of Trenton and the Resolution and contract shall remain on file in the City Clerk's Office.

	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
BETHEA				✓	HOLLY WARD	✓				CHESTER	✓			
CALDWELL WILSON	✓				MUSCHAL				✓					
HARRISON	✓				REYNOLDS JACKSON	✓								

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on JUL 21 2016

 \_\_\_\_\_  
 President of Council

 \_\_\_\_\_  
 City Clerk

**PROFESSIONAL SERVICES CONTRACT  
RFP # 2016-02  
RESOLUTION # 16-405**

**THIS CONTRACT**, made this 22<sup>ND</sup> day of JULY 2016 by and between the City of Trenton, a municipal corporation of the State of New Jersey, ("City") and **TRIAD ADVISORY SERVICE, T/A/ TRIAD ASSOCIATES, INCORPORATED, 1301 W. FORREST GROVE ROAD, STE., 3A, VINELAND, NEW JERSEY 08360**("CONTRACTOR)

**WHEREAS**, the City has a need **TO ADMINISTER THE CITY'S HOUSING REHABILITATION PROGRAMS** for the City of Trenton, Department of Housing and Economic Development.

**WHEREAS**, Contractor agrees to **ADMINISTER THE CITY'S HOUSING REHABILITATION PROGRAMS** in terms and conditions as set forth hereinafter, and the City being agreeable thereto;

**NOW THEREFORE**, the parties mutually agree as follows:

**PROFESSIONAL SERVICES:** The City agrees to award a contract to **TRIAD ADVISORY SERVICE, T/A/ TRIAD ASSOCIATES, INCORPORATED, 1301 W. FORREST GROVE ROAD, STE., 3A, VINELAND, NEW JERSEY 08360** for the City of Trenton, Department of Housing and Economic Development.

1. **SCOPE OF SERVICES:** The Contractor warrants that the representations made by it regarding its ability and skill level to carry out these services are true. Contractor shall, in a good, professional and workmanlike manner, in conformity with the responsibilities, demands and ethics of their profession, perform all reasonable and necessary services as described as follows:
  - 3.1 **Program Coordination** – The overall coordination and management of the housing rehabilitation program. Monthly project status reports will be required. Applicants must be able to contact the consultant via a local telephone number or a toll free number.
  - 3.2 **Maintenance of a Waiting List** – The consultant will be responsible for maintaining the City's existing waiting lists.
  - 3.3 **Income Verifications** – The consultant will meet with applicants to complete an income verification based on the 24 CFR Part 5, income determination process, to ensure that an applicant's income is below 80%

of the median income limit. If income documentation is not available, third party verification will be necessary. Ownership of property and paid property taxes must also be verified.

- 3.4 **Work Write-Up** – A preliminary inspection of the home will be completed in order to determine the rehabilitation needs of the property. The work items will be reviewed with the homeowner to prioritize the needs in relationship to the rehabilitation funding limit – ultimately creating a project scope used for the bid documents.
- 3.5 **Coordination with Landmarks Commission** – Any units requiring exterior repairs, must be reviewed to determine if they fall within one of the City’s designated Landmarks Areas. Units within those areas requiring exterior work must be submitted for review by the Commission before a scope of services is finalized.
- 3.6 **Flood Plain Management** – The location of the property on a FEMA flood map must be determined and documented. If the property is located within a flood plain, special rehabilitation guidelines must be followed.
- 3.7 **Approved Contractor List** – A list of pre-approved contractors must be maintained. A pre-approved contractor is one who can perform the work, maintains adequate insurance coverage (comprehensive general liability, property damage coverage and workmen’s compensation), is not a property owner negligent in paying City of Trenton property taxes, and is not listed on any excluded party list. For houses built prior to 1978, contractors must possess and provide a current HUD approved (via EPA Renovate and Repair Program trainer) certificate for a Lead-Safe Work Practices training or is a HUD Certified Lead Abatement contractor. Approval of Section 3 Firms and certified minority-women business entities (MWBE) as contractors are encouraged. The approved contractor list must be expanded via solicitations and maintained as necessary to help ensure that at least three (3) proposals are received for each rehabilitation project. The consultant shall conduct at least one (1) contractor orientation meeting at City Hall led by a housing inspector from the firm.
- 3.8b **Lead-Based Paint Inspection/Risk Assessment** – Consultants shall have on staff a state qualified Lead Paint/Risk Assessment Inspector and have possession of a calibrated XRF instrument. A firm who does not employ a Lead Paint/Risk Assessment Inspector may contract with a third party to perform this function. The consultant is expected to provide all necessary Lead-Based Paint Inspections and Risk Assessments. The Lead-Based Paint Inspections and property assessment shall be performed simultaneously. The cost of these services must be included in the proposal.

- 3.8 **Preparation of Scope of Work** – Work scopes for each project must be clearly written, well-organized, precisely defined and easily understood by all parties. Properties will be rehabilitated according to the Uniform Construction Code and local code, whichever is more stringent. A completed rehabilitation project will reflect a property that meets an acceptable standard, in relation to the project’s rehabilitation scope, and will remain in a safe, sanitary and decent condition for a reasonable number of years. A photo journal must be kept for each project throughout the construction timeline. Project specifications, along with any applicable change orders, must be approved in writing by the homeowner and consultant.
- 3.9 **Permits** – The consultant will be required to verify proper permits have been pulled by the contractor and closed out by the City.
- 3.10 **Request for Proposals** – All pre-approved contractors will be notified of the bidding opportunity by the consultant. At least three (3) proposals must be received. Proposals must be returned in an itemized format, according to the work scope. Cost-effective, energy efficient materials and methods shall be used. Proposals must be sealed and not opened until scheduled bid opening date and time. Proposals will be accepted directly by the consultant and the proposal opening process must be thoroughly documented.
- 3.11 **Award of Contract** – The homeowners will designate which contractor they wish to complete the work on their home. If they choose a respondent which did not provide the lowest proposal, the homeowner must pay the difference in price, plus any applicable change orders. A contract must be executed between the contractor and the homeowner.
- 3.12 **Legal Instruments** – For any units requiring an affordability control (lien), it must be created by the consultant and signed by the homeowner. The lien must be notarized. The consultant must have a New Jersey notary on staff in order to attest the liens. The consultant will record the lien in the County Clerk’s Office and pay the recording fees. Any subordination or modification of the lien prior to project completion will be completed by the consultant.
- 3.13 **Waiver of Liens** – The awarded contractor(s) shall execute a Waiver of Liens in order to protect the owner from mechanics liens.
- 3.14 **Project Oversight** – The consultant shall closely monitor the rehabilitation of each home. Change orders, as necessary, must be prepared by the contractor and approved in writing by the consultant and the homeowner.

3.15 **Certification of Completed Work and Warranty** – The consultant shall submit the contractor’s payment requests (original invoices) to the City’s Point of Contact. Payment requests must include a signed inspection report by the consultant, certifying the completion of the work being billed. Releases must be obtained from the homeowner for all invoices submitted to the City for payment. Due to the construction contract being between the homeowner and the contractor, the City will pay contractors directly, on behalf of the homeowner. Contractors must supply the homeowner with a written one year warranty.

3.16 **Maintenance of Documentation** – Original income verification documentation and lead-based paint report must be forwarded to the City prior to the start of construction. All other documentation within the project file (originals) shall be delivered upon completion of construction to the City. The consultant must keep a complete copy of all construction related documents on hand for at least one year following the termination of the professional services agreement. A copy of all documents necessary to satisfy the lien must also be kept.

2. **DURATION OF THE CONTRACT:** This contract shall remain in full force and shall be awarded for a period of one year beginning July 22, 2016 to July 21, 2017 in an amount not to exceed \$119,250.00.

**Please see Attachment A on Page 8**

3. **COMPENSATION:**

Please initial  
Triad  
\_\_\_\_\_ Trenton

All work performed by Contractor according to the attached scope of services.

(a) Contractor shall submit monthly bills complete with appropriate support documentation to justify said billing;

In no event during the terms of this Contract, Contractor's billings shall hereunder exceed the amount set forth in **Resolution No. 16-405** which is incorporated herein by reference. In the event Contractor anticipates exceeding the aforesaid contract amount, the Independent Contractor, shall give prior written notice to the City of Trenton, Department of Department of Housing and Economic Development.

(b) **STATUS OF CONTRACTOR:** It is expressly understood by and between the parties hereto that the status of the Contractor retained to carry out the services set forth in this agreement is that of an Independent Contractor. It is further understood by and between the parties that is not intended nor shall it be construed, that the contractor is an agent, employee, or officer of the City of Trenton.

4. **NOTICES**: Any notices required to be delivered to either party pursuant to this Contract shall be in writing to their respective addresses. The parties shall be responsible for notifying each other of any change of address.
5. **INTEGRATION**: **RFP# 2016-02** and this contract constitutes the entire agreement between the parties and any representation that may have been made prior to the execution of this Contract are nonbonding, void, and of no effect and neither party has relied on any such prior representations in entering into this Contract.
6. **ENFORCEABILITY**: If any term or condition of this Contract or its application to any party or circumstances shall be deemed invalid or unenforceable, the remainder of the Contract and its application to other parties and circumstances shall not be affected.
7. **GOVERNING LAW**: This Contract shall be governed by the laws of the State of New Jersey.

**8. MISCELLANEOUS PROVISIONS:**

Contractor, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual orientation, disability or nationality . Contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional, gender identity or expression, sexual orientation. Such action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

Contractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the

Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual orientation.

Contractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the American with Disabilities Act.

Contractor, where applicable, agrees to attempt to schedule minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2, amended and supplemented from time to time.

Contractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional, sexual orientation, disability or nationality and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

Contractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are take without regard to age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional, sexual orientation, disability or nationality. Contractor will conform these employment goals consistent with statutes and court decisions of the State of New Jersey, and applicable Federal law and Federal court decisions.

Contractor, where applicable, shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations. Contractor shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

Contractor, shall submit along with the signed contract one of the following as evidence of compliance with N.J.A.C. 17-27:

1. Appropriate evidence that the Independent contractor is operating under an existing Federally approved or sanctioned affirmative action program.
2. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4.
3. An initial employee information report (Form AA#302) provided by the Affirmative Action Office and completed by the contractor in accordance with N.J.A.C. 17:27-4



**TRIAD ADVISORY SERVICE  
T/A/ TRIAD ASSOCIATES, INC.  
1301 W. FORREST GROVE ROAD, STE., 3A  
VINELAND, NJ 08360**

8-16-16

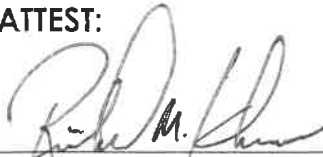
**DATE**

**Seal**

**Attest:**

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year above written.

**ATTEST:**



**RICHARD M. KACHMAR  
CITY CLERK**

**CITY OF TRENTON**



**ERIC E. JACKSON  
MAYOR**



**ATTACHMENT A  
PROFESSIONAL SERVICES CONTRACT  
RFP #2016-02  
RESOLUTION # 16-405**

Triad Associates proposes to comply with the scope of services as contained in the "Request for Proposal Form – Housing Consultant to Administer Rehabilitation Program – City of Trenton" to include a workload of 30 properties for a not-to-exceed figure of \$119,250.00. This is based on compensation for which the rehabilitation process is completed though to project/case closeout.

This projected workload of 30 cases anticipates all qualified applicants proceeding through project completion/closeout. In those situation where an applicant only reaches one or more of the stipulated milestones as cited in our RFP form, and voluntarily withdraws from the program, these cases will be counted toward the total workload of 30

Please indicate your acceptance by initialing below:

  
\_\_\_\_\_ Triad Associates

  
\_\_\_\_\_ City of Trenton